

Network TEN

Have You Been Paying Attention? Mitsubishi Triton Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Have You Been Paying Attention, Mitsubishi Competition ("Competition"), is deemed acceptance of these Terms and Conditions.

Eligibility to Enter

2. Entry is open to all residents of Australia aged 18 years and older. However, employees and the immediate families of Network Ten Pty Limited (the "Promoter"), Ansible Pty Ltd, and their associated agencies and companies or any organisation or individual associated with the provision of the Major Prize are not eligible to enter. Entrants must be residing in Australia at the time of entry, or their entry may be deemed invalid.

Competition Period

3. The competition commences on **Monday 30 September 2019 at 09:00 AEST** and closes on **Sunday 24 November 2019 at 23:59 AEDT** ("Competition Period").
4. The Competition will be advertised on, but not limited to, Network TEN, www.10play.com.au and 10daily.com.au.

How to Enter

5. To participate in the Competition entrants (the "Entrant") must:
 - a. Log on to either 10play.com.au/win and register their details including (but not limited to) name, phone number, email address, gender and date of birth, to become a 10Play member. Or 10daily.com.au/win and provide their details including, but not limited to, name, phone number, email address, gender, date of birth and opt in to 10 Daily to receive further communications via email.
6. It is free to become a 10Play member or enter via 10Daily, however, the cost of accessing the Competition's promotional website is dependent on the Entrant's individual service provider. These Terms and Conditions apply in conjunction with the 10 Members rules.
7. Incomprehensible and incomplete entries will be deemed invalid.
8. Entrants who have won a Major Prize in any Network 10 competition in the past 12 months, as advertised on the 10Play or 10Daily Winners pages at 10play.com.au or 10daily.com.au, are not eligible to win a Major Prize in this Competition.
9. A limit of one online entry per day per 10Play member applies. A limit of one entry per person applies on 10Daily.
10. An entry that is made on behalf of an Entrant by a third party will be invalid.

11. Entries must be received by **Sunday 24 November at 23:59 AEDT** to be included in the Major Prize Draw. Each valid entry received over the duration of the Competition Period will be entered into the Major Prize Draw.
12. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
13. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device. The Promoter will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the account holder.
14. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Error and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. In consideration of the Promoter awarding the Major Prize to the Major Prize Winner (the "Winner"), the Winner hereby permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's participation in the Major Prize to appear in connection with Network TEN or the advertising or marketing thereof, in any media whatsoever through the world and the Winner will not be entitled to any fee for such use.
16. The Major Prize Draw will be held on **Monday 25 November 2019 at 14:00 AEDT** at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010.
17. The Winner will be notified by a phone call within two (2) days of the Major Prize Draw and in writing and the Winner's details will be published on the 10Play website at 10play.com.au and 10Daily website 10daily.com.au from **Wednesday 27 November 2019**.
18. If the Major Prize remains unclaimed by **Friday 7 February, 2020 at 17:00 AEDT**, an Unclaimed Prize Draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Monday 10 February 2020 at 10:00 AEDT**. The new Winner will be notified of their Major Prize by phone, in writing and the Winner's details will be published on the 10Play website at 10play.com.au/win and the 10Daily website at 10daily.com.au/win from **Wednesday 12 February 2020**.

Major Prize Details

19. There will be One (1) Major Prize Winner drawn from all entries received (Online) who will win the following Prize Package:

Number	Major Prize Details	AUD Valued at up to

One x Major Prize	A brand new 20MY Mitsubishi Triton GLS Toby Price Edition Double Cab 4x4 2.4L DID MIVEC with Automatic Transmission (MR4x47) On road costs included	Up to \$54,000.00
TOTAL MAJOR PRIZE VALUED AT UP TO - AUD		\$54,000.00

20. The total Major Prize is valued **up to \$54,000.00** (including GST). The Promoter accepts no responsibility for change in Major Prize value between now and the ultimate Major Prize redemption date.

Terms Applicable to the Major Prize

21. The Major Prize value includes all on road costs including 12-month registration, compulsory third-party insurance, stamp duty and dealer delivery fees. The Winner will be responsible for obtaining any additional insurance at their own cost.
22. The Major Prize Vehicle make, colour and model is subject to stock availability and will be at the absolute discretion of Mitsubishi Motors Australia Ltd (“Major Prize Sponsor”). Major Prize Details cannot be changed (ie. model/transmission/colour), and the Major Prize must be accepted as stated above. The Major Prize cannot be transferred (except as detailed in clause 26). The Major Prize cannot be redeemed for cash and must be accepted as provided.
23. The Major Prize must be taken as offered and any unused portion of the Major Prize, or portion of the Prize the Winner is not entitled to, is not exchangeable or cannot be redeemed as cash. The Major Prize cannot be used in conjunction with any other special offer. The Major Prize value is in Australian dollars. The Promoter accepts no responsibility for any variation in the Major Prize value. The Winner is advised that tax implications may arise from their Prize Winning and they should seek independent financial advice prior to acceptance of their Prize.
24. In acceptance of the Major Prize, the Winner acknowledges that they may incur ongoing costs associated with the Major Prize which is the entire responsibility of the Winner.
25. The Promoter and Major Prize Sponsor take no responsibility for petrol, comprehensive insurance, health, transport, body, paint or mechanical damage, or any other costs or damages, from the date of Major Prize delivery. Additional options/accessories and all ancillary costs is the responsibility of the Winner. Unless expressly stated, all other expenses become the responsibility of the Winner.
26. If the Winner does not hold a current open, unrestricted Australian Driver’s Licence, the Major Prize will be awarded to an adult nominated by the Winner, who holds an Australian Driver’s Licence, on behalf of the Winner. The Winner and the adult nominated by the Winner to receive the Major Prize may be required to sign a Major Prize transfer – legal release to formalise the transfer.
27. If the Winner does not hold a current, open, unrestricted Australian licence, they must arrange for the Major Prize to be transported to their residence. Any costs associated with transporting the vehicle from the dealership are the sole responsibility of the Winner and the Promoter, and Prize Sponsor accept no responsibility for these costs. Delivery can usually be arranged through the dealership if required.
28. The Major Prize will be awarded and provided to the Winner by the Major Prize Sponsor. The Winner will be contacted to arrange delivery. Delivery can take up to 3 to 6 months depending

on stock availability after the Winner has been notified and confirmed details for vehicle registration and delivery. In some cases, the Major Prize delivery may take longer than estimated due to circumstances beyond Major Prize Sponsor's reasonable control.

29. Delivery of the Major Prize will occur through the Winners' nearest authorised Major Prize Sponsor's Dealer, which will be determined based on post code. The Winner must make their own way to the authorised Mitsubishi Dealer that is determined to be nearest, and costs associated with travel to and or from the dealership are to be borne by the Winner.
30. The Promoter and the Major Prize Sponsor accept no responsibility for the condition of the Major Prize once dispatched to the Winner. The Promoter and the Major Prize Sponsor are not responsible, nor are they liable, for any damage or delay in the delivery of the Major Prize to the Winner.
31. If the Major Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Major Prize for a Prize of equal or greater value, subject to any directions given under State Regulation.
32. If for any reason whatsoever the Winner does not take an element of the Major Prize at the time stipulated by the Promoter or the Major Prize Sponsor then that element of the Major Prize will be forfeited by the Winner and cash will not be awarded in lieu of that element of the Major Prize.
33. It is a condition of accepting the Major Prize that the Winner agrees to abide by these Terms and Conditions, and the terms and conditions stipulated by Major Prize Sponsor which can be found at www.mitsubishi-motors.com.au.
34. It is a condition of accepting the Major Prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

General Conditions

35. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
36. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this Competition, but no further use of this information will be made without prior consent.
37. Personal information about the Winner will be shared with the Major Prize Sponsor, and their agents, to the extent necessary for the Major Prize to be delivered to the Winner.
38. If the Winner does not provide proof of meeting the age restriction and other valid entry requirements, the Major Prize will be forfeited in full, and the Winner will have no further claim. A re-draw will be held to award the Major Prize to a valid Entrant.
39. The Major Prize will be awarded to the person named in their Competition entry. Should an Entrant's contact details change during the Competition Period it is the Entrant's personal responsibility to notify the Promoter. A request to access or modify any personal information provided in an entry should be directed to the Promoter.

40. Should the Winner not meet any of the criteria stated in these Terms and Conditions to be a valid Winner they will forfeit all rights to the Major Prize, and a redraw will take place to reallocate the Major Prize to a valid Winner.
41. By accepting the Major Prize, the Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the Major Prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the Major Prize claim.
42. If for any reason this Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to government legislation.
43. If your entry is selected as a winning entry, validation of your circumstances, the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a Winner, the Winner will be notified as per the Terms and Conditions herein. In the event that the Promoter requests the Entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the Major Prize the Winner signs any such legal documentation.
44. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Major Prize Sponsor (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition and: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference: (c) any entry or Major Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoter or Major Prize Sponsor; (d) any variation in Major Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Winner or Entrant; or (f) use of the Major Prize.
45. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoters, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate, subject to government legislation.
46. The Promoter and the Major Prize Sponsor shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for

any personal injury suffered or sustained in connection with any Major Prize except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

47. With your express consent to do so, and by checking the opt-in box to receive communication from Major Prize Sponsor, , Major Prize Sponsor will handle Entrant's personal information (e.g. first name, last name, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at <https://www.mitsubishi-motors.com.au/privacy-policy>. Major Prize Privacy Policy may be updated from time to time and it will be the Entrant's responsibility to keep up to date with any changes to the Privacy Policy. The Entrant may at any time, opt out of receiving contact from the Major Prize Sponsor by sending an email to customerservice@mmal.com.au
48. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winner and Major Prize fulfilment). Your personal information may be disclosed to a third party as a result of entering into this Competition, including but not limited to Ansible Pty Ltd for the purpose of conducting the Winner draw. Your personal information may be disclosed to State and Territory lottery departments and the Winner's name published as required under the relevant lottery legislation. For the purposes of public statements and advertisements, tThe Promoter will only publish the Winner's surname, initial and State. A request to access, update or correct any personal information should be directed to the Promoter. If you are not willing for this to occur you cannot participate in the Competition.
49. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the Entrant) are taken to consent to Network Ten Pty Limited's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited about you and seek correction of such information. See <https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> to view Network Ten Pty Limited's APP Privacy Policy in full. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network Ten Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third party service providers outside Australia.
50. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
51. Permit Approvals: ACT: TP 19/ 04291, NSW: LTPS/19/38537, SA: T19/1640